

**150 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CR-5583-2022 (O&M)

Date of decision: 05.12.2022

Bhagat Deep Singh Shergill

....Petitioner

Versus

Shamsher Kaur @ Shamsher Kaur Dhillon

..Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Anupam Singla, Advocate for the petitioner

Mr. K.S.Brar, Advocate for the respondent

ANIL KSHETARPAL, J (Oral)

On the basis of the two different settlements between the parties, a compromise decree was passed by the trial court on 28.03.2019. the terms of settlement deed dated 13.03.2019 reads as under:-

“1) That the Party No.2 admits that he has no ownership right in the premises which is owned by Party No.1 and no amount was ever paid to the Party No.1 by the Party No.2 for the use of the abovesaid premises for his business.

2) That the Party No.2 admits that he was permitted to run business due to his old good relations with Party No.1 and Party No.2 has no ownership right or interest whatsoever in the said property owned by the Party No.1

3) That since the above property owned by the Party No.1 is required by her including her family, but to accommodate Party No.2 to shift his business in a reasonable manner, he is granted time by Party No.1 to vacate the abovesaid property upto 31.03.2021 by all means and Party No.2 undertakes to vacate the property of the Party No.1 upto 31.03.2021.

4) That the Party No.2 undertakes not to part with possession of any portion of the above said property in any manner and in case of such a situation, Party No.1 shall be entitled to take possession of her property forthwith.

5) That as per settlement, the Party No.1 undertakes to clear the Bank Lien/CC Limit of Oriental Bank of Commerce from her own sources. The Party No.1 is responsible and liable to pay the said loan amount and will not claim any amount from the Party No.2 at any point of time.

6) That the Party No.2 is entitled to take all his goods/stock, furniture etc. alongwith him at the time of vacating the property, but will not take away furniture etc. of "American Kool Drinks". Party No.2 is also entitled to dismentle the construction done by him in the above property of Party No.1, which has been marked as A to B to C to D to E and roof of this portion and iron rolling shutter installed in this portion next to verandah as shown in the site plan annexed with this Deed and take away the debris of the said construction with him and Party No.1 will not claim anything from the Party No.2 but Party No.2 will not cause damage to the outer boundary northern and eastern walls."

The terms of second settlement dated 16.03.2019 reads as under:-

Party No.1 - American Cool Drinks (Smt. Shamsher Kaur)
Party No.2 - Happiness Unlimited Company (Bhagatdeep Singh Shergill)

We have entered into a compromise. According to which, Party No.1 is responsible to discharge the limit of OBC Bank of Happiness Unlimited Company. Besides this, Party No.1 is also responsible to discharge the liability of following three persons:-

1. The Principal Amount of Sham Lal Dakala is Rs.5 Lacs.
2. The Principal Amount of Jagwinder Singh Monn is Rs. 3.50 Lacs.
3. The Principal Amount of Harkirat Singh Grewal is Rs.2.50 Lacs.

Party No.2 will not have any liability towards the above.

Sd/- Shamsher Kaur Sd/-Bhagatdeep Singh/16.03.2019
Party No.1 Party No.2

Receivers

Sd/-Sham Lal Dakala Sd/-Jagwinder Singh Monn Sd/-Harkirat Singh Grewal

Witnesses

Sd/-Preetinder Singh Sidhu 2. Sd/-Mohanbeer Singh Sidhu
3.Sd/-Haramndeep Singh Dhillon"

The petitioner herein is party no.2. Admittedly, he has no right, title or interest in the property. He claims that after the decree was

passed on 28.03.2019, there was some oral settlement modifying the terms of the compromise. He submits that the respondent was liable to pay the amount to Sh.Sham Lal Dhakala alongwith interest, which has not been paid, though the original amount has been paid. It is not in dispute that it is not the part of the decree. There is no written agreement between the parties modifying the decree passed by the Court on 28.03.2019. Hence, no ground to interfere is made out.

Dismissed.

All the pending miscellaneous applications, if any, are also disposed of.

05.12.2022

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Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No

(ANIL KSHETARPAL)

JUDGE